



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8

999 18th STREET - SUITE 500  
DENVER, COLORADO 80202-2466

SDMS Document ID



2003624

**ACCESS AGREEMENT**

**PROPERTY:**

ALBERT MARCHIONDO  
1315 E 37TH AVE  
DENVER, CO 80205

I will allow Environmental Protection Agency (EPA) staff and EPA's authorized representatives to have access to my property identified above for the purpose of collecting soil samples. I understand that this service is provided at no cost to me.

I understand that this soil testing is part of an investigation of possible metals contamination in soils in the north Denver area. EPA is conducting this investigation as part of its responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act, a law also referred to as "Superfund".

Print Name

PATRICK A. MARCHIONDO  
1707 TELLER ST.  
LAKEWOOD, CO 80215  
(303) 232-6137

Date

1 July 99

Signature

Phone Number

Please check the following if applicable:

☐ I would like EPA to provide me with a portion of the sample, called a "split sample," that I may have analyzed at my own expense.

If you have any questions, please contact Ted Fellman at (303) 312-6119, or Marta Valentine from the Morrison Knudsen Corporation (EPA's contractor) at (303) 948-4693.

**Your Comments:**

**PLEASE SIGN AND RETURN THIS ACCESS AGREEMENT TO OUR CONTRACTOR IN THE ENCLOSED PREPAID ENVELOPE.** Soil sampling will take about 1 hour. The owner or resident need not be present. If you would like to be notified when we plan to sample your property, please state so in the Comments section and provide your phone number. Also, pet owners are asked to provide a phone number so that if necessary we may schedule the sampling at a time when the pet will be indoors or restrained. Thank you for participating in this important study of your neighborhood.

**NOTE:** If you are not the current property owner, and you are not a renter who wishes to forward this request to the owner, please state so in the Comments section and return this agreement unsigned.

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1 on each page of each document prior to production to the signatory Defendants. The transmittal  
2 of information designated as confidential shall be done by letter from the Plaintiff stating that the  
3 information enclosed is designated as confidential and is subject to this Protective Order.

4 4. Information designated as confidential under this Protective Order shall not be  
5 used or disclosed by the signatory Defendants or any other person subject to paragraph 7 below  
6 for any purpose other than the preparation for, and trial of, this action and any appeal therein.

7 5. The signatory Defendants and their counsel who obtain information designated as  
8 confidential hereunder, and any nonparty subject to this Protective Order, shall not disclose or  
9 permit disclosure of this information to any other person, including without limitation any officer,  
10 director, employee, agent, or representative of the signatory Defendants, or their counsel, or any  
11 nonparty, except in the following circumstances:

12 a. Disclosure may be made to employees of the signatory Defendants or their counsel  
13 who have responsibility for preparation and trial of this action or any appeal therein. Any  
14 employee to whom disclosure is made shall be advised of, and become subject to, the provisions  
15 of this Protective Order prior to such disclosure by executing the Confidentiality Agreement  
16 annexed hereto. Employees do not include persons, firms or corporations engaged by the  
17 signatory Defendants' counsel on a contract basis, who shall be subject to the requirements of  
18 subparagraph (b) of this paragraph.

19 b. Disclosure may be made to consultants, witnesses, experts, or employees of  
20 experts (hereinafter "Experts") employed or otherwise engaged by any party or counsel to any  
21 party to assist in the preparation and trial of this litigation. Prior to disclosure to any Expert, the  
22 Expert must agree to be bound by the terms of this Protective Order by executing the  
23 Confidentiality Agreement annexed hereto. A copy of each executed Confidentiality Agreement  
24 shall be furnished to the Plaintiff and submitter not less than five (5) business days prior to  
25 disclosure to the Expert.

26 6. The signatory Defendants and their counsel and any other person subject to this  
27 Protective Order who obtains information designated as confidential hereunder, shall take all  
28 necessary and appropriate measures to maintain the confidentiality of the information, shall share

1 such information only with persons authorized to receive it pursuant to this Protective Order, and  
2 shall retain the information in a secure manner. Except as provided in paragraph 5 above, no  
3 other person shall be permitted access to the information.

4 7. Any person who obtains access to information designated as confidential under this  
5 Protective Order may make copies, duplicates, extracts, summaries, or descriptions of the  
6 information or any portion thereof only for the purpose of preparation for litigation of this matter.  
7 All copies, duplicates, extracts, etc. shall be subject to terms of this Protective Order to the same  
8 extent and manner as original documents.

9 8. Any information designated as confidential under this Protective Order shall be  
10 filed with the Court in sealed envelopes or other appropriate sealed containers on which shall be  
11 endorsed the caption of this litigation, an indication of the nature of the contents of such sealed  
12 envelope or container, the word "CONFIDENTIAL", and a statement substantially in the  
13 following form:

14 "This envelope, containing documents which are filed in this case by \_\_\_\_\_  
15 ("the producing party") is not to be opened and the contents are not to be displayed or revealed  
16 except by order of the Court or consent of the producing party."

17 In addition, if such documents have been sealed and filed with the Court, the submitter  
18 shall be informed of this by the filing party at the time of filing.

19 9. Any unauthorized disclosure of information designated as confidential under this  
20 Protective Order shall not result in a waiver of any submitter's claim of confidentiality.

21 10. Within 60 days after termination of this action by judgment, settlement or  
22 otherwise, or as may be determined by the Court:

23 a. any person who obtained information designated as confidential hereunder shall  
24 assemble and return such information to Plaintiff, including all copies, extracts, summaries, or  
25 descriptions of the information or portions thereof. Such return shall be certified in writing by the  
26 person who obtained the information from Plaintiff. All such information covered by this  
27 Protective Order which constitutes the work product of counsel for the signatory Defendants shall  
28 be destroyed; and,

b. The Clerk of the Court shall maintain under seal all papers filed under seal until the Court orders otherwise.

11. If Plaintiff desires to add contractors to the list in Annex 1, Plaintiff may file written notice with the Court and the signatory Defendants of the identities of such contractors. If the signatory Defendants do not object within three days of receipt of such notice, the contractors will be added to Annex 1.

12. Any additional party to this action may become an additional executing Party subject to this Protective Order by executing an additional signature page in the form of the signature pages contained in the original Protective Order, filing said additional signature page with the Court, and serving a copy of said additional signature page upon all other parties who are already subject to this Protective Order. Such additional party shall be bound by this Protective Order as of the time its signature page is filed with the Court.

This Stipulation and Protective Order in the matter of United States v. W.R. Grace & Co., et al., is hereby

STIPULATED AND AGREED TO:

\_\_\_\_\_  
James D. Freeman  
Counsel for United States of America

Date:

\_\_\_\_\_  
Counsel for W.R. Grace & Co.

Date:

\_\_\_\_\_  
Counsel for W.R. Grace & Co.-Conn.

Date:

\_\_\_\_\_  
Counsel for Kootenai Development Corporation

Date:

1 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

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3 BY THE COURT:

4 DONALD W. MOLLOY, CHIEF JUDGE  
5 UNITED STATES DISTRICT COURT  
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**STIPULATION AND PROTECTIVE ORDER**

**ANNEX 1: LIST OF SUBMITTERS**

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